

# GENERAL TERMS AND CONDITIONS OF SALE

## MOEVS Agency B.V.

Effective Date: 1 January 2025 | Version: 2025.1

### Contracts

1. These general terms and conditions of sale ("Terms") comprise all the terms of the contract for the sale of the Products between dealer and MOEVS Agency B.V. ("MOEVS Agency").
2. "Products" will mean the products to be purchased from MOEVS Agency and distributed by Dealer under the relevant contract and/or an order.
3. Each order for Products by Dealer from MOEVS Agency shall be deemed to be an offer by Dealer to purchase Products subject to the relevant contract and these terms.
4. For orders placed outside the MOEVS Agency B2B online portal (e.g., by email), no order shall be deemed accepted by MOEVS Agency unless and until MOEVS Agency issues a written acknowledgement of order or (if earlier) delivers the Products to Dealer. For orders placed and confirmed via the MOEVS Agency B2B portal, a binding agreement shall be formed immediately upon the Dealer's confirmation of the order in the portal. Such confirmation shall constitute MOEVS Agency's written acceptance within the meaning of these Terms.
5. No order placed by Dealer shall be deemed to be accepted by MOEVS Agency until MOEVS Agency issues a written acknowledgement of order or (if earlier) MOEVS Agency delivers the Products to Dealer.
6. Any quotation provided by MOEVS Agency is non-binding and shall not result in a contract unless a quotation is given on the basis that no contract will come into existence until MOEVS Agency dispatches an acknowledgement of order to Dealer. A quotation is valid for a period of 30 days only from its date, provided that MOEVS Agency has not previously withdrawn it.
7. If Dealer accepts the quotation, or places an order, or accepts or uses the Products, Dealer shall be deemed to accept these Terms exclusively, despite anything that may appoint to the contrary. Any general terms and conditions of Dealer, by whatever name, by any name applied by Dealer shall not apply and are hereby explicitly rejected by MOEVS Agency. This applies regardless of any reference by Dealer to its own terms in purchase orders or other communication to the contract between Dealer and MOEVS Agency. MOEVS Agency hereby explicitly rejects the terms and conditions of Dealer.
8. No variation of, or addition to, these Terms shall take effect unless otherwise agreed by the parties in writing. In case MOEVS Agency and Dealer have entered into a contract regarding the sale and resale of the Products the provisions of that contract prevail over these Terms.
9. Each relevant contract is made subject to supplies of the Products being available to MOEVS Agency and unsold.
10. MOEVS Agency can amend these Terms at any time. MOEVS Agency notifies Dealer about the amendment in writing 1 month before it takes effect. If Dealer does not object before the amendment comes into force, Dealer shall be deemed to have accepted the amendment. MOEVS Agency shall notify Dealer in writing of any such amendment at least one (1) month before it takes effect, unless the amendment is purely technical or administrative in nature and does not adversely affect the Dealer's rights or obligations, in which case the amendment may take effect immediately upon notification. If Dealer does not raise any objection in writing before the effective date of the amendment, Dealer shall be deemed to have accepted the amendment. In the event of a timely objection, the previous version of the Terms shall continue to apply to any outstanding orders, and the parties shall consult to determine the further course of the relationship.

### Prices

11. Unless otherwise expressly stated, the price agreed by MOEVS Agency (a) is the net price of the Products (after deduction of any discounts) for delivery in accordance with the relevant contract, (b) overrides any quotation or estimate and (c) is exclusive of Value Added Tax and any other taxes, (import or export) duties and impositions and any packing, carriage and insurance, all of which if applicable shall be paid by Dealer at the same time as, and shall be treated as an additional part of, the price.
12. At any time before delivery of the Products MOEVS Agency has the right to, upon notice to Dealer ultimately 1 month before the scheduled date of delivery of the Products, adjust the price to take account of any change of specification requested by Dealer or any change in the cost for MOEVS Agency of raw materials, power, change of prices of MOEVS Agency's suppliers and labour.

## **Payment**

13. Invoices are due for payment within 14 days of their date. In case of excess payment by the Dealer, MOEVS Agency shall have the right to deem the excess amount as a payment of any outstanding amount under any other invoices due from MOEVS Agency first. In case there are no outstanding invoices, MOEVS Agency shall issue the credit note and perform respective repayment of the difference.
14. MOEVS Agency reserves the right to demand payment in advance on any order and to receive security (rights) of payment in any form, for instance bank guarantee or collateral.
15. If payment has not taken place at the due date, Dealer is in breach of contract without notice of default being necessary.
16. Without prejudice to any other remedy, MOEVS Agency may charge interest on overdue invoices, from the due date until the date of payment, on a daily basis at the rate equivalent to an interest rate of 5% per month over the outstanding amount of the (partially) unpaid invoice(s).
17. Without prejudice to any other remedy, MOEVS Agency reserves the right to refuse to complete orders and/or deliver Products if Dealer failed to make all payments due to us in full or timely under that or any other contract.
18. All payments payable to MOEVS Agency under the relevant contract or respective purchase order shall become due immediately upon termination of the relevant contract or respective purchase order despite any other provision.
19. Dealer shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless Dealer has a valid court order requiring an amount equal to such deduction to be paid by MOEVS Agency to Dealer.

## **Orders**

20. Unless Dealer gives MOEVS Agency prior written notice to the contrary, the person placing or signing the order on Dealer's behalf will be deemed to be authorized to do so.
21. MOEVS Agency reserves the right to refuse any order, including any order made in response to MOEVS Agency's quotation. For instance, in case Dealer is in material breach of its obligations under any order or relevant contract with MOEVS Agency or its affiliated company. Written quotations are based on costs ruling on the date of the quotation and are subject to change in line with clause 11.
22. Any acceptance of an order by Dealer that derogates from the quotation or initial offer of the order by MOEVS Agency, will not bind MOEVS Agency.
23. Orders may not be cancelled after acceptance by MOEVS Agency, unless otherwise agreed upon between parties in writing. Notice of the cancellation of the order must be given in writing. Dealer will reimburse MOEVS Agency for any costs incurred or committed up to the point of cancellation of the order.

## **Licence, sale and resale**

24. Nothing in these Terms shall be interpreted as restricting active or passive sales by Dealer to consumers within the European Economic Area (including sales via the internet).
25. MOEVS Agency grants to Dealer a non-exclusive (sub)license to display MOEVS Agency's trademarks solely for the purpose of re-sale of the Products and subject to compliance with MOEVS Agency's brands and marketing guidelines/instructions, which are provided by MOEVS Agency or available on request from MOEVS Agency.
26. Unless otherwise agreed upon with MOEVS Agency in writing, Dealer is only allowed to sell the Products to end customer (being natural persons).
27. Unless otherwise agreed upon with MOEVS Agency in writing, Dealer is not allowed to offer the Products via a third-party-platform (a so called 'market-place').
28. MOEVS Agency may impose requirements on Dealer for the sale and display of the Products regarding the high quality, trademarks and brands of the Products.
29. If Dealer wishes to advertise and/or offer the Products online, either on its own website (or sales platform) or the website of another party (taking into account clause 25) MOEVS Agency written approval must first be acquired, such approval will not be unreasonably withheld by MOEVS Agency. MOEVS Agency can withhold its approval in case Dealer (or the third party) does not comply with the qualifying standards and requirements of MOEVS Agency for (online) sales or such contradicts its strategy. These standards are available on request from MOEVS Agency.

30. Dealer is free to determine the resale prices of the Products. MOEVS Agency may suggest a "non-binding" resale prices, taking into account the high quality image and brands of the Products, provided this does in no way limit Dealer's right to grant lower prices.

31. Dealer accepts and shall comply with the after sales service of MOEVS Agency, unless agreed otherwise in writing. The obligatory after sales services to be performed by Dealer shall in any case mean that Dealer itself is responsible for providing proper after sales services with respect to the Products sold by Dealer to the relevant end-customers. MOEVS Agency shall be entitled to set additional aftersales requirements.

#### **Delivery, examination and insurance**

32. Notwithstanding any provision to the contrary, MOEVS Agency will not be liable for any loss (including loss of profit and loss of trade), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (unless caused intentionally or with MOEVS Agency's gross negligence), nor will any delay entitle Dealer to terminate or rescind the relevant contract unless such delay exceeds 180 days and is not caused by a force majeure.

33. Unless otherwise agreed separately, all deliveries are based on Incoterms is "ex works" from MOEVS Agency's premises. All costs and risks relating to the Products shall transfer to Dealer at the moment of delivery.

34. Where MOEVS Agency agrees to arrange delivery to Dealer's premises (a) Dealer will pay MOEVS Agency's standard packing and delivery charges in addition to the agreed price for the Products, and (b) MOEVS Agency shall not be liable for any loss or damage in transit. If Dealer requires MOEVS Agency to arrange insurance on Dealer's behalf against loss or damage in transit Dealer must confirm this in writing at the time of making the order and Dealer will reimburse MOEVS Agency in addition for the cost of such insurance. If expedited delivery is agreed, an extra charge may be made to cover any overtime or other additional costs incurred.

35. Dealer must insure the Products in their full replacement value against all risks prudently insured against between the time of the risk and ownership passing to the Dealer and must on demand produce evidence of such insurance. Until the full price has been paid Dealer shall hold on trust for MOEVS Agency the policy and proceeds of insurance to the extent of the unpaid price.

36. Dealer must examine the Products immediately on delivery, notify MOEVS Agency and, if applicable the carrier, in writing of any shortage, incorrect or faulty delivery and defects or damages within 3 days after the date of delivery and of any non-delivery within 7 days after expected date of delivery, and give MOEVS Agency, any carrier and their agents a reasonable opportunity to inspect any short or damaged Products as delivered. If Dealer fails to do so, MOEVS Agency will not be liable for the non-delivery or short or damaged delivery, and Dealer may not reject Products for damaged delivery, whether caused before or after risk passes. In no event may Dealer reject Products for short delivery.

37. Notification relating to 'hidden' defects shall be made in writing within 48 hours after discovery. Failure to notify makes all Dealer's claims against MOEVS Agency null and void.

38. A defect in the Products delivered shall not at any time entitle Dealer to suspend any payment or to terminate the relevant contract or purchase order.

39. MOEVS Agency may deliver the Products by instalments, each instalment to be deemed to be the subject of a separate relevant contract. No failure or defect in delivery in respect of any relevant contract or instalment will entitle Dealer to any remedies in relation to any other relevant contract or instalment.

40. If for any reason Dealer will not accept delivery of any of the Products when they are ready for delivery, or MOEVS Agency is unable to deliver the Products on time because Dealer has not provided appropriate instructions, documents, licenses or authorizations:

- (1) risk in the Products will pass to Dealer (including for loss or damage caused by MOEVS Agency's negligence);
- (2) the Products will be deemed to have been delivered; and
- (3) MOEVS Agency may store the Products until delivery whereupon Dealer will be liable for all related costs and expenses (including without limitation storage and insurance.)

#### **Property**

41. Notwithstanding delivery, all Products Dealer acquires from MOEVS Agency, also those in consignment, shall be subject to a retention of ownership, as referred to in Article 92 of Book 3 of the Dutch Civil Code. MOEVS Agency will retain its title to such Products until all amounts due in connection with any order and/or the contract entered into between Dealer and MOEVS Agency have been paid in full,

such amounts including all interest and costs to which MOEVS Agency shall be entitled in connection with any default by Dealer to comply on time or properly with any order and/or contract.

42. Pending the passing of property, Dealer shall be bailee of the Products for MOEVS Agency and must not dispose of (other than as part of normal business operations), charge or encumber the Products or any interest therein or purport to do so, must retain possession of them in good order and condition and free from lien, distress, execution or other legal process, must store them separately or mark them so that they may be readily identified as MOEVS Agency's property and must inform MOEVS Agency of their whereabouts on request.

43. Dealer's right to possession of the Products shall terminate immediately if:

(1) Dealer, (i) is declared bankrupt, files for, or a third party files for Dealer's bankruptcy, (ii) applies for a (provisional) suspension of payment, (iii) makes an arrangement or composition with his creditors, (iv) or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (v) enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or (vi) has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or (vii) a resolution is passed or a petition presented to any court for the winding up of Dealer or for the granting of an administration order in respect of Dealer; or

(2) Dealer suffers or allows any (precautionary) execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of his/its obligations under the relevant contract or any other contract between MOEVS Agency and Dealer, or is unable to pay its debts or Dealer ceases to trade; or

(3) Dealer encumbers or in any way charges any of the Products.

44. MOEVS Agency shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from MOEVS Agency.

45. Dealer grants MOEVS Agency, its agents and employees an irrevocable license at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where Dealer's right to possession has terminated, according to MOEVS Agency, to recover them.

46. If, before paying for them Dealer sells the Products to another person, Dealer must (a) account to MOEVS Agency for the proceeds of on-sale to the extent that MOEVS Agency has not received payment of the price and (b) pending payment hold them on trust for MOEVS Agency and maintain them in a separate bank account.

47. MOEVS Agency reserves the right to amend or improve the Products at any time, provided that Dealer has been informed of such amendment at least 1 month in advance.

## **Warranty**

48. MOEVS Agency warrants that the Products will meet MOEVS Agency's published specifications. A warranty period is applicable for 2 years after the Products were delivered to Dealer.

49. An end consumer purchasing a Product on the basis of remote purchase shall have a right of withdrawal without giving reasons of up to 14 days towards Dealer.

50. A Product that displays a technical defect within 14 days after purchase by the end consumer, is regarded to be defective on arrival ('DOA'). A DOA Product shall be replaced or the purchase price shall be credited, based on availability and the discretion of MOEVS Agency.

51. Dealer shall, without limitation, not be entitled to any claim under the warranty or otherwise if:

- (1) the end customer is unable to provide Dealer with proof of purchase of the respective Product;
- (2) damage, wear and tear, defects or a failure to operate properly, in case these are related to accidents, external influence, incorrect use, diminished performance over the Product's lifespan, or unauthorized Product modifications;
- (3) repair (attempts) by parties that are not authorized thereto by MOEVS Agency;
- (4) the products was (re-)sold to a third party;
- (5) when a serial number is modified or removed;
- (6) defects resulting from connecting incompatible components to the Product;
- (7) defects in the software caused by the user or by errors made in the modification of settings in the system;
- (8) in case a Product is not handled and/or maintained in accordance with (oral or written) instructions

by the Dealer or MOEVS Agency;

(9) the alleged defect of the Product does not qualify as a defect in connection with the ordinary use of the delivered Products;

52. Dealer must notify MOEVS Agency as per clause 35 of the Terms and make the Products available for inspection and testing on behalf of MOEVS Agency or (if MOEVS Agency so requires) Dealer must return the Products to MOEVS Agency's premises, carriage paid.

53. If MOEVS Agency is of the opinion that a complaint by Dealer is justified, it shall at its own discretion either repair the defect or non-conformity, replace the Product or credit the amount paid for the Product. Costs exceeding the normal costs of repair or replacement of the Products will be for the account of the Dealer as well as costs of transportation, travel- and accommodation expenses, labour costs caused by the Dealer, and other costs that are not reasonably for the account of MOEVS Agency.

### **Liability**

54. Any descriptions, drawings, samples and representations emanating from MOEVS Agency are approximate only, Dealer shall not rely on them and MOEVS Agency shall not be liable for their accuracy.

55. Notwithstanding any provision to the contrary, but to the extent permitted under the applicable law, MOEVS Agency's (including any liability for the acts or omissions of its employees, agents and sub-contractors) total liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the relevant contract/order shall be limited to the purchase price of the Product(s) in question, or, when covered by any insurance of MOEVS Agency, to the amount that is paid for the matter concerned under the relevant insurance policy of MOEVS Agency; and

56. MOEVS Agency shall not be liable to Dealer for any indirect or consequential loss or damages (whether for loss of profit, loss of business, late delivery, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the relevant contract.

57. MOEVS Agency may impose the obligation on Dealer to take Products that Dealer has brought onto the market and which are defective or in which a defect has been discovered, off the market immediately and with a maximum of 24 hours, the length of which is to be determined by MOEVS Agency (recall action). All expenses involved therein and/or all damages ensuing there from are for the account of Dealer, unless such are attributable to MOEVS Agency.

### **Force Majeure**

58. 'Force Majeure' shall mean any cause beyond the reasonable control of MOEVS Agency – even if such cause was foreseeable at the moment of entering into any order and/or the relevant contract – which permanently or temporarily prevents delays or hinders in whole or in part compliance therewith, including without limitation, any act of god, war, armed hostilities, act of terrorism, riot, civil commotion, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, fire, explosion, flood, adverse weather, disease, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, change of law or regulation or any form of government, official or regulatory intervention. Force Majeure shall also include any impediment to comply with any order or the relevant contract caused by the failure of any third party involved by MOEVS Agency to comply with any obligation.

59. In the event of any type of Force Majeure, MOEVS Agency shall be entitled, without the requirement of any intervention by any court, at its sole discretion to reduce the quantity delivered, to suspend or delay the execution of any order and/or the relevant contract for a maximum period of 180 days, or to dissolve the order(s) concerned and/or the relevant contract in part or in full. Such suspension or termination shall not oblige MOEVS Agency to compensate Dealer for any damages or otherwise. After this period, MOEVS Agency shall be obliged to either opt for performance of the order(s) and/or the relevant contract or for dissolution of the order(s) and/or the relevant contract in whole or in part. MOEVS Agency may demand payment for the amount of work already done in performing the order(s) and/or the relevant contract before the Force Majeure situation arose.

### **Assignment**

60. Dealer is not permitted to assign, charge or otherwise dispose of all or any of its rights under any relevant contract, without prior written consent from MOEVS Agency. Any attempt to do so shall be void.

### **Events of Default, Termination and Repossession**

61. Either party can terminate an order or relevant contract taking into account a written notice of no less than 1 month during the first year of the relevant contract, 2 months during the second year of the relevant contract and a period of 3 months during the third year of the relevant contract, and so forth, with a maximum notice period of 10 months, before its expiry.

62. Dealer shall be deemed to be in default under and to have repudiated a relevant contract, the occurrence of which shall be deemed to give an extraordinary right of termination to MOEVS Agency, if: (a) Dealer fails to pay promptly any amount due and payable under or otherwise breaches that or any other contract (whether or not a relevant contract) with MOEVS Agency; or (b) Dealer fails upon demand to pay the price or any other amount payable under the relevant contract/order; or (c) any steps are taken with a view to Dealer or any of its assets becoming subject to any form of winding up, administration, receivership, insolvency proceedings, arrangements with creditors generally, enforcement of security or legal process or repossession; or (d) the MOEVS Agency certifies to Dealer that it otherwise has reasonable grounds for believing that Dealer is insolvent or that MOEVS Agency's right to receive payment, or its interest in the Products, is or will be in jeopardy; or (e) Dealer violates or neglects to comply with these Terms or other guidelines with respect to the use of intellectual property.

63. If clause 61 applies, the contract price and any other indebtedness of Dealer to MOEVS Agency on any account whatsoever shall immediately become due and payable notwithstanding any previous agreement to the contrary, and MOEVS Agency may at any time (at its discretion and without prejudice to its other rights and whether or not it delivers any further Products or accepts any further payments), effective immediately and without notice or any judicial intervention being needed:

(1) suspend any deliveries to be made under, or terminate, cancel or rescind, the relevant contract and other relevant contracts with Dealer;

(2) revoke any express or implied authority to sell, use or perform any other action with any Products the property in which remains with MOEVS Agency and require Dealer to deliver them immediately to MOEVS Agency, failing which MOEVS Agency may enter the premises where the latter is without liability for any resulting damage, against the consequences of which Dealer shall indemnify MOEVS Agency, take possession of the Products;

(3) declare (whereupon there shall forthwith become) immediately due and payable any indebtedness of Dealer to MOEVS Agency on any other account whatsoever; and

(4) set off any indebtedness of MOEVS Agency to Dealer against any indebtedness of Dealer to MOEVS Agency, in each case on any account whatsoever.

64. In all situations mentioned in clauses (61) and (62), MOEVS Agency shall not be liable to pay any compensation for incurred damage.

### **Instruction and Health and Safety**

65. Dealer shall comply (and ensure that its employees and agents comply) strictly with all instruction, warnings data sheets and other material (including without limitation those regarding health and safety) supplied by MOEVS Agency with, or in connection with, the Products and shall, when supplying the Products, ensure that they are accompanied by the same.

### **Anti-bribery compliance**

66. Dealer shall:

(1) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption in any territory where the Product is sold by the Dealer (hereinafter: **Relevant Requirements**);

(2) have, maintain and enforce throughout the duration of the relationship between Dealer and MOEVS Agency its own policies and procedures to ensure compliance with the Relevant Requirements; and

(3) promptly report to MOEVS Agency any request or demand for any undue or suspicious financial or other advantage of any kind received by Dealer in connection with the performance of the order or relevant contract.

67. Dealer shall ensure that all of its suppliers, agents, subcontractors and others who perform services and provide goods in connection with the order and/or relevant contract do

so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on Dealer in this Anti-bribery compliance clause (hereinafter: Relevant Terms). Dealer shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to MOEVS Agency for any breach by such persons or any of the Relevant Terms.

### **Modern Slavery**

68. Dealer acknowledges that MOEVS Agency intends to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force and as part of its compliance must produce a statement setting out the steps it has taken to prevent modern slavery in its supply chains and its own organization.

69. In performing its obligations under the order and/or relevant contract, Dealer agrees to:

- (1) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force; and
- (2) have and maintain throughout the Term its own policies and procedures to ensure its compliance; and
- (3) ensure that each of its own subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force.

### **Intellectual Property**

70. Dealer hereby agrees and acknowledges that any and all intellectual property rights with respect to the Products and related documentation, including, but not limited to, know-how, patents, trademarks and copyrights shall remain with MOEVS Agency and/or such third party proprietors who have granted a right to use their intellectual or industrial property rights to MOEVS Agency. Dealer acknowledges that it only has rights to use but not to acquire the manufacturer's and/or MOEVS Agency's intellectual property rights in connection with the supply and promotion of the Products. Dealer shall not, without the MOEVS Agency's prior written consent, allow any trade or service mark or any instruction or warning applied to the Products to be obliterated or obscured.

### **Indemnity**

71. Dealer undertakes to indemnify from and hold harmless MOEVS Agency against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against MOEVS Agency and arising directly or indirectly out of or in connection with any of Dealer's obligations under any relevant contract between Dealer and MOEVS Agency or Dealer's acts, omissions or negligence.

### **Severance**

72. Invalidity, unenforceability or nullity of one or more of these Terms (or any order or relevant contract) shall not prejudice the validity of the other provisions, and the nullified provision shall be deemed replaced by a provision which is valid and enforceable, and the meaning of which shall be closest to the original meaning of such provision.

### **Law and Jurisdiction**

73. These Terms, each order and relevant contract shall be in all respects governed by Dutch Law. The applicability of the Uniform laws on International Sales and the Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

74. For MOEVS Agency's benefit Dealer submits to the jurisdiction of the Dutch courts and agrees (without limiting MOEVS Agency's rights to bring proceedings in any other courts of competent jurisdiction whether concurrently or not) that the Dutch courts shall have jurisdiction to settle any claim or dispute in relation to any order or relevant contract and that their judgment will be binding, conclusive and enforceable by the courts of other jurisdictions.

### **Miscellaneous**

75. Parties warrant that they comply with the applicable laws, regulations and recommendations that are in force regarding, but not limited to the sale of the Products, Product itself and handling of the spare/particular parts of such, data protection.

76. MOEVS Agency's rights shall not be waived or restricted by any concession, indulgence or forbearance extended to Dealer.

77. Failure or delay by MOEVS Agency in enforcing or partially enforcing any provision of the relevant contract/order will not be construed as a waiver of any of its rights under the relevant contract/order. No

waiver by MOEVS Agency of any breach shall operate as a waiver of any subsequent breach.

78. MOEVS Agency's rights under these Terms are in addition to any other rights which MOEVS Agency may have under the general law or otherwise.

79. If Dealer comprises two or more persons/entities, their obligations and liability are joint and several.

**IMPORTANT NOTICE: ALL DEALERS ARE BOUND BY MOEVS AGENCY'S RETURNS POLICY**